

LUCRETIA PENN,

Plaintiff,

vs.

STATE FARM MUTUAL AUTO.
INS. CO.,

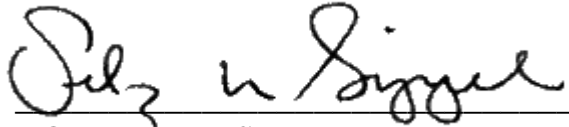
Defendant.

Plaintiff asks me to reconsider my January 27, 2020 ruling that she is not entitled to UIM coverage as a matter of law. *See* Doc. # 24. Plaintiff argues that reconsideration is required because the Court did not decide the issue of whether an exception to an exclusion in the UIM policies rendered the policies ambiguous such that plaintiff should be afforded coverage. I decline to reconsider my previous ruling. The Court did not need to consider any of the policies’ exclusions and exceptions thereto because the policies did not afford coverage to plaintiff in the first instance. She was not injured by an “underinsured motor vehicle” under the unambiguous language of the policies. An exclusion and its exception only apply if the policies would otherwise afford coverage. That is not the case here. As the Court continues to believe that it correctly decided that plaintiff was not

entitled to coverage under the UIM policies as a matter of law, the motion for reconsideration will be denied.

Accordingly,

IT IS HEREBY ORDERED that plaintiff's motion for reconsideration [27] is denied.



RODNEY W. SIPPEL
UNITED STATES DISTRICT JUDGE

Dated this 24th day of February, 2020.